Provider Agreement Number 7: Assessment: Perpetrator of Domestic Violence

State of Connecticut Department of Children and Families
505 Hudson Street
Hartford, CT 06106
(herein after “the Department”)

enters into an agreement with

________________________________
________________________________
________________________________
(herein after “the Provider”).

for the provision of the service, Assessment: Perpetrator of Domestic Violence, under the terms as identified below.

A. Administrative Terms

1. Effective Date: This agreement is effective from the date of execution through ____________.

2. Termination of Agreement: The Department or Provider may terminate this agreement with written notice to the other party at any time.

3. Regulatory Requirements: The Provider agrees to abide by all relevant Department regulations and policies and state and federal laws and regulations including all reporting requirements as specified by C.G.S.§17a-101 through §17a-103 and C.G.S. §46b-120 related to children; C.G.S. §46a-11b related to persons with mental retardation; and C.G.S §17b-407 related to elderly persons.

4. Ethics: The Provider agrees to ensure that each individual providing services under this agreement operates ethically in accordance with the Provider's ethics policy and state ethics laws and, as appropriate, in compliance with all relevant Codes of Ethics, Professional Standards or Best Practice Guidelines of the profession(s) represented. The provisions of the state ethics statutes and the Code of Ethics, Professional Standards or Best Practice Guidelines of the professions supersede anything to the contrary contained in the policies of the Provider or the Provider's procedures and practices.

5. Utilization: This agreement does not constitute, in any way, a guarantee of utilization of the provider's services.

6. Confidentiality: The Provider will safeguard the use, publication, and disclosure of information on all clients who receive service under this agreement in accordance with all applicable federal and state laws regarding confidentiality and HIPAA. The Provider will seek the guidance of the Department prior to any disclosure of personally identifiable information.

7. Credentialing: The Provider will maintain written documentation confirming that each individual providing services under this agreement has and maintains the requisite credentials. Any change in status regarding any credentialing requirements must be reported in writing, by the Provider to the Department's Credentialing Contracted Agent, within thirty days.

8. Documentation: The Provider agrees to complete and submit all reports and other required documentation to Central Office and/or Area Office staff within the timeframe agreed upon at the start of service.

9. Payment for Services: The Department agrees to pay the Provider based on services requested by the Department and delivered by the Provider. All requests for services must be approved by Area Office management. The payment mechanism shall be fee for service. Payment shall be made the month
following the month of service and following receipt of the written assessment summary report and billing invoice by Child Welfare Accounting or authorized payer. All requests for payment shall include the client name, LINK ID number, the name of the staff that provided the service, the actual date each service was provided and hours of service provided on each date, the hourly and/or per diem rate (which cannot exceed the Department Discretionary Services Fee Schedule).

10. Fee Schedule: All services will be reimbursed according to the rates established by the Department. The Department’s approved fee schedule is maintained at 505 Hudson Street, Hartford, CT. The approved fee schedule may be amended as the Department deems appropriate. The Provider will adhere to the rate and all stipulations in the Department's Discretionary Services Fee Schedule.

11. Recoupment of Payments: The Department reserves the right to recover any overpayments.

12. Monitoring and Review: The Provider agrees to allow access to the Department for purposes of monitoring and review. This access includes but is not limited to client records, fiscal records, staffing records, policy and procedural manuals, facilities, staff, and children in care of the Department. The Department will conduct quality reviews, which may include site-based quality review visits.

13. Third Party Contracts: The Provider is wholly responsible for ensuring that all provision of services performed under this agreement by third party contractors complies with all terms of this agreement. The Department reserves the right to bar any individual and/or entity from providing direct client services.

14. Physical Restraint: Physical restraint of any child or youth served under this agreement is prohibited.

15. Safety and Security: The Provider shall have a plan with clear procedures that present a consistent, coordinated approach for managing and reporting emergencies and urgent circumstances that may arise while providing services to help ensure the safety and security of the child or youth and other parties involved. The Provider will immediately notify the Department Area Office assigned staff during business hours and the Hotline after hours of any emergency or urgent circumstance. The Provider and its employees shall follow mandated reporting requirements for suspected child abuse and neglect.

16. Use of State Resources: The Provider may not utilize any state resources to market the services and/or program it offers.

17. Re-credentialing: The Provider must reapply for continued participation status once every two years from the initial approval date. The Credentialing Contracted Agent will collect up-to-date information on all required credentialing documents.

18. Credentialing Process: The full Credentialing process is governed by DCF Policy 31-12-12.3 which can be found under "Policy and Regulations" on the Department website: http://www.ct.gov/dcf.

B. Service Definition

**Assessment: Perpetrator of Domestic Violence**

An assessment is requested when there is a concern that an individual is engaging in a pattern of coercive control behaviors impacting the safety and well being of his or her child(ren) and the non-offending partner. The assessment will include a face-to-face interview(s) with the alleged perpetrator and may include collateral contacts with family members, the Department staff, the police, court staff, victim advocates and other involved providers. The purpose of the assessment is to articulate the presence of risk factors, danger or threat posed by the individual to the non-offending partner and/or the child(ren), to make
treatment recommendations and to permit the community providers to develop and implement appropriate and timely interventions to assure the safety and well being of all family members.

A screening for substance abuse or dependency and mental health issues shall be completed as part of the assessment.

C. Credentialing Criteria

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<th>Assessment: Perpetrator of Domestic Violence</th>
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<td>1. Qualifications.</td>
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<td>Individuals must be a Connecticut licensed behavioral health practitioner in good standing: Licensed Professional Counselor; Licensed Clinical Social Worker (CGS, Chapter 383b); Licensed Marriage and Family Therapist (CGS, Chapter 383a); Licensed Alcohol and Drug Counselor (CGS, Chapter 376b); Licensed Psychologist (CGS, Chapter 383a); Licensed and Board Certified/Board Eligible (BC/BE) Psychiatrist or must possess a Masters Degree or Bachelors Degree in social work, women's issues, psychology, sociology, criminal justice or a related field.</td>
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<td>Interns: Individuals completing internships, actively working toward a Masters Degree may complete Assessments.</td>
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<td>Specialty Areas: All specialty areas must be clearly delineated on the current curriculum vitae, which shall cite applicable certifications, experience, training and education.</td>
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In order to be considered for credentialing, the curriculum vitae must indicate that the applicant has the following experience and training:

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<th>2. General Experience.</th>
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<td>A minimum of two years experience involving direct work with domestic violence victims or batterers including 150 hours facilitating or co-facilitating a batterer intervention group or class or individual work with batterers specific to addressing issues of coercive control. This direct work with victims or batterers must be within five years of submitting this credentialing application.</td>
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<td>Special Experience: A minimum of two years experience conducting bio-psycho-social intake assessments.</td>
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<td>Substitution Allowed: If the direct work experience is not within five years of this credentialing application, a continuing presence and work in the field of domestic violence that may include ongoing supervision of staff delivering domestic violence services, program development, program management, consultation and/or advocacy in the last five years may be substituted.</td>
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<th>3. Ethics.</th>
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<td>The Provider will sign the Department’s Confidentiality Statement and Ethics Agreement and the Connecticut Credentialed Domestic Violence Professionals Code of Ethics.</td>
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<th>4. Insurance.</th>
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<td>Current certificate of professional liability insurance with coverage limits of $1 million per occurrence and $3 million aggregate.</td>
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<th>5. Form.</th>
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<td>IRS W9.</td>
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All interns must be directly supervised by an individual who meets all requirements identified above in Numbers 1 and 2 of this section. The Provider must maintain written documentation of the supervisor's current curriculum vitae and a copy of supervisor's current license and current malpractice insurance.

Each intern will receive, at a minimum, weekly individual face-to-face supervision, but not less than the master's degree program supervision requirement, and taking into consideration the intensity of need of the clients involved. Additionally, the Provider is expected to have and ensure that all staff completing assessments receives supervision in accordance with professional licensing requirements, professional standards or best practice guidelines of their profession. All written documentation including supervisory notes, performance feedback and recommendations for all staff and interns will be reviewed during on-site quality reviews.

The Provider shall maintain and ensure that the assigned supervisor maintains a reasonable supervisor-to-staff ratio that is consistent with the needs and issues of interns and staff and the clients that they serve and shall not exceed the number of interns, staff and clients beyond the assigned supervisor's ability to supervise, oversee and manage effectively.

7. Background Checks.
The Provider will maintain written documentation confirming that background checks, including the Department's Child Abuse and Neglect Registry, criminal history, and sex offender registry have been completed for all staff providing direct service as well as all key personnel. Any background checks will be dated not longer than six months prior to the date of this application. The Department's Child Abuse and Neglect Registry background checks must be completed by authorized personnel at the Department's Hotline; criminal background checks must be completed by the State of Connecticut Department of Public Safety. The Provider must submit official results of all background checks to the contracted credentialing agent of the department as part of the credentialing application.

8. Training/Staff Development.
The Provider is required to participate in and have orientation and in-service training for all staff providing services that includes but is not limited to the following: confidentiality, HIPAA and mandated reporting. The Provider shall utilize only the trainers certified by the Department to conduct mandated reporter training.

All written documentation of trainings including assessments and plans, training curricula, attendance sheets and evaluation forms will be reviewed during on-site quality reviews.

The Provider is expected to adhere to and ensure that all staff adheres to continuing education and training in accordance with professional licensing requirements, professional standards or best practice guidelines of their profession as well as maintaining a knowledge base and skill set consistent with issues and techniques central to working with perpetrators of and family members experiencing domestic violence.

The Provider is strongly encouraged to attend or have representation at the quarterly Credentialed Provider Meetings.

The Provider will have a quality assurance/improvement system to monitor and enhance its business practices, organizational structure, oversight and supervision, staff and system performance, and service delivery and provision.

If payments to the Provider exceed $300,000.00 in any calendar or fiscal year, the Provider shall provide for an annual financial audit, acceptable to the Department, for any expenditure of state-awarded funds made
by the Provider. Such audit shall include management letters and audit recommendations. The Provider shall comply with federal and state single audit standards as applicable. This provision does not apply to individuals.

The Department may complete a review of the program and/or services utilizing a variety of sources to obtain a broad, comprehensive, and objective perspective of the Provider's fidelity to requirements, operation, and effectiveness. This review will assist the Provider in determining areas of strength, areas that may need support and modification, to enhance outcomes for children and youth. Program Improvement Plans or conditions designed to improve performance may be developed based on the results of the review. The Provider must maintain documentation of the implementation of the Program Improvement Plan or fulfillment of the conditions designed to improve performance. The Department will review the improvement plan and any relevant documentation during on-site quality reviews.

D. Service Profile

1. Assessment Overview and Context

Overview

Assessment procedures utilized will generally fall into the following categories:

- Interviews
- Observation
- Collateral interviews and contacts
- Self-report scales
- Rating scales
- Standardized tests
- Review of relevant records

Context

The primary focus of the assessment is to help the Department understand the level of risk that a perpetrator of domestic violence poses to the safety and well being of the children and the non-offending partner. Information about a perpetrator's pattern of coercive control and actions taken to harm the children must be gathered from multiple sources including the knowledge and perceptions of the non-offending partner. The Provider will integrate information to evaluate the following:

- The level of physical danger towards the non-offending partner
- The history of physical abuse toward the children
- The history of sexual abuse or boundary violations toward the children
- The level of psychological cruelty toward the non-offending partner and/or children
- The level of coercive or manipulative control exercised to gain or maintain power over the non-offending partner or the child(ren)
- The level of entitlement and self-centeredness
- The history of using the children as weapons, undermining the non-offending partner's parenting
- The history of placing children at physical or emotional risk while engaging in coercive, controlling or abusive behaviors directed at the non-offending partner
- The history of neglect or severely under-involved parenting
- Refusal to accept the end of the relationship and/or to accept the non-offending partner's decision to begin a new relationship
• The level of risk to abduct the children
• Substance abuse history
• Mental health history

2. Target Population

Eligible for this service are adult members of active Department cases believed to be engaging in a pattern of coercive control that is impacting the safety and well-being of the non-offending partner and/or their child(ren). The Provider must be prepared to provide services to a variety of clients.

3. Access to Services

The Provider will accept referrals from Department Area Office staff, authorized Care Coordinators, and Care Coordinator Supervisors. Within 14 days of accepting the referral, the Provider will notify the referrer if the identified client has not called to schedule the initial appointment. The Provider will schedule an initial meeting with the referred client within ten business days of being contacted by the client. The Provider must be prepared to conduct assessments at times other than during normal business hours.

4. Duration of Service

Assessment services are time-limited. Depending on the purpose and/or questions for the evaluator, the assessment will be limited to two to six hours of face-to-face contact. The completion of the assessment and the written report submitted to the referrer within 30 days following receipt of the referral is required.

5. Data and Reporting

The Provider will submit unduplicated, client-level data to the Department each month, or at another interval as dictated by the Department. The following information will be provided for each individual:

• Name of referred alleged perpetrator
• Date of referral
• Date of initial meeting with alleged perpetrator
• Dates, including hours, when services were delivered
• Date when services ended
• Name of individual conducting the assessment

The written Assessment Summary Report must include the following components:

• A statement of the primary referral question(s)
• A summary of relevant background information including the source of that information
• A summary of criminal history including the source of that information
• A list of procedures utilized (see Number D.1.)
• A statement noting limitations of the assessment
• A summary of the results of all procedures relative to the referral question(s) including answers to the referral question(s)
• A discussion of the meaning of the results in the context of any prior assessments reviewed
• Recommendations relevant to the referral questions treatment recommendations and/or recommendations for system coordination or intervention in order to address safety and risk concerns
• Identification of the perceived impact of the assessment on safety issues including specific recommendations regarding the use of volatile information
E. Acceptance of Agreement

The Provider accepts and will comply with all the terms, provisions, and conditions set forth in this agreement, including but not limited to the services provided, duration of service, and data and reporting. The Provider understands that not abiding with any term, provision, or condition set forth may result in the Department taking corrective action including termination of agreement.

___________________________________
Name of Provider

__________________________
Authorized Signature

___________________________________
Print Name and Title

___________________________________
Date

___________________________________
Department of Children and Families

___________________________________
Authorized Agency Official Signature

___________________________________
Print Name and Title

___________________________________
Date